



General Terms and Conditions

1 General Obligations

1.1 HYGIENEBUSTERS LTD shall carry out the Services or Works as specified in the signed agreements.

1.2 The Client shall:

- (a) provide access for HYGIENEBUSTERS LTD.'s representatives to carry out its Services at any reasonable time or as specified.
- (b) provide all facilities at the premises that HYGIENEBUSTERS LTD may reasonably require to carry out the Services.
- (c) permit HYGIENEBUSTERS LTD to make a charge at the normal hourly rate for any wasted journeys due to failure to observe an appointment, delays in carrying out the work or cancellations as a result of the Client's failure to allow access, or provide proper instruction.

1.3 Should any service visits due by HYGIENEBUSTERS LTD be temporarily suspended due to the Client not making payments by the due date, this will not constitute a reason HYGIENEBUSTERS LTD to suspend the issuing of quarterly invoices. Such invoices will continue to fall due in accordance with the Service/Job Agreement which the Client has entered into agreement with HYGIENEBUSTERS LTD.

2 Termination

2.1 HYGIENEBUSTERS LTD shall have the right, without prejudice to any other right or action, to terminate this Agreement forthwith;

- (a) if the Client fails to observe and perform any of the terms of this Agreement; or
- (b) if the Client is adjudged bankrupt or if the Client shall convene a meeting of its creditors or if a proposal shall be made for a voluntary arrangement within Part 1 of the Insolvency Act 1986 or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors or if the Client shall be unable to pay its debts within the meaning Section 123 of the Insolvency Act 1986 or if a trustee, receiver, administrative receiver, or similar officer is appointed in respect of all or any part of the business or assets of the Client or if a petition is presented for a bankruptcy order, or a meeting is convened for the purpose of considering a resolution, or other steps are taken for the winding up of the Client, or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction); or
- (c) in the circumstances set out in Clause 4; or
- (d) if credit references relating to the Client are obtained which are unsatisfactory to HYGIENEBUSTERS LTD.

2.2 If the Client purports to terminate this Agreement before expiry of the minimum term or other than by giving the required period of notice as shown as overleaf or if HYGIENEBUSTERS LTD terminates this Agreement in the circumstances set out in Clause 4, then the Client shall pay to HYGIENEBUSTERS LTD upon receipt of invoice by way of liquidated and agreed damages, a sum equal to the fees due at the applicable price per quarter for either;

- (a) the balance of the minimum term; or if this is less than the required period of notice
- (b) the period from the date of the said notice of termination until expiry of the required period of notice;

3 Liability

Nothing in this Agreement affects the statutory rights of a consumer. Subject thereto all guarantees and conditions express or implied, statutory or otherwise are expressly excluded and HYGIENEBUSTERS LTD does not accept liability for loss, damage, or injury howsoever arising, save as specified in the following clauses:

- (a) Personal injury or death which is a direct result of HYGIENEBUSTERS LTD.'s negligence in the course of carrying out the Services; and
- (b) Physical damage to property which is the direct result of HYGIENEBUSTERS LTD'S negligence in carrying out the Services, up to a limit of £25,000 for any one occurrence or series of occurrences arising out of one event; and
- (c) The Client shall not be entitled to make any claim against HYGIENEBUSTERS LTD or its employees, unless it gives HYGIENEBUSTERS LTD written notice of the event giving rise to such claim, containing sufficient information for it to be identified and investigated by HYGIENEBUSTERS LTD within 28 days of the date on which the Client becomes or ought reasonably to have become aware of the occurrence of such event.

HYGIENEBUSTERS LTD shall in no circumstances have any liability for any loss of profit, use or business interruption or other in direct, economic or consequential loss or damage.

4. Late Payment of Commercial Debts (Interest) Act 1998

Please be aware that under the terms of the Late Payment of Commercial Debts (Interest) Act 1998, HYGIENEBUSTERS LTD is entitled to and may exercise its statutory right to levy interest and a late payment compensation fee on overdue debts if payments are not made in accordance with its credit terms, which are 30 days from end of month following invoice date.

5 Payments

If any payment to be paid by the Client to HYGIENEBUSTERS LTD under this Agreement is unpaid for a period of 30 days after it has become due, HYGIENEBUSTERS LTD may at any time thereafter give to the Client 7 days written notice to terminate this Agreement and unless such overdue sum has been paid before the expiration of such notice, HYGIENEBUSTERS LTD shall, without need for the giving of any further notice, have the absolute right at any time thereafter to cease to provide Services whereupon this Agreement shall then terminate absolutely and HYGIENEBUSTERS LTD'S obligations hereunder shall cease but without prejudice to the liabilities of Client to HYGIENEBUSTERS LTD.

6. Title to Goods / Services

Any product sold or services supplied to the Client shall remain the property of HYGIENEBUSTERS LTD until full payment is received, at which point legal and beneficial title to such goods/services will pass to the Client. The Client shall not be entitled to sell, deal with or in any other way dispose of the goods until such title has passed to them.

7 Health and Safety

7.1 It is a requirement of the COSHH Regulations that the Client advises HYGIENEBUSTERS LTD and its employees of any hazards it/they may encounter whilst working at the Client's premises.

7.2 All pesticides used by HYGIENEBUSTERS LTD are approved under the Control of Pesticide Regulations 1986 and have been assessed for any hazard under the Control of Substances Hazardous to Health Regulations (COSHH). Information on pesticides used at a Client's premises is available on request.

7.3 The client will take all reasonable steps to ensure that advice and instructions given by HYGIENEBUSTERS LTD to protect the health and safety of persons using the premises during and after the provision of the Services are followed.

8 Notices

8.1 Any notice to be given to the Client under this Agreement shall be sent by hand or first class mail to the address appearing at the head of this Agreement (or such other address as shall be notified in writing for the purpose of this Clause).

8.2 Any notice to be given to HYGIENEBUSTERS LTD under this Agreement shall be in writing and shall be sent by hand or first class mail to the address appearing at the head of this Agreement (or such other address as shall be notified in writing for the purpose of this Clause).

9. Set Off

The Client shall not be entitled to withhold payment of monies due under this Agreement by reason of any claim or counterclaim it may have or alleges to have against HYGIENEBUSTERS LTD which is not related to the Service.

10 Entire Agreement

10.1 This Agreement constitutes the entire agreement between the client and HYGIENEBUSTERS LTD.

10.2 These Terms and Conditions (and such other terms and conditions as HYGIENEBUSTERS LTD may stipulate, or agree in writing) shall prevail over any inconsistent terms which may appear on the Client's enquiry. All Orders are accepted and executed on the understanding that the Client is bound by these Conditions.

To view Buster Group Terms and Conditions in other formats please contact the office at admin@thebustersgroup.co.uk or visit www.thebustersgroup.co.uk



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